

AMENDMENT # [REDACTED]
RESIDENTIAL TREATMENT SERVICES PROVIDER CONTRACT
CONTRACT # [REDACTED]

This is an Amendment ("Amendment") to the Residential Treatment Services Provider Contract (the "Contract") entered into by and between the Indiana Department of Child Services (the "State" or "DCS") and [REDACTED] (the "Contractor") approved by the last State signatory on [REDACTED], 202[REDACTED], as previously amended. All terms or acronyms defined in the Contract, as amended, shall continue to have the same meaning in this Amendment, unless otherwise defined in this Amendment.

This document may be used only to amend contracts that were form-approved by the Office of the Attorney General on November 17, 2020 and assigned FA # 20-84.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. **Purpose(s)**.

The purposes of this Amendment are to: (a) extend the term of the Contract; (b) update Section 1 [Duties of the Contractor] of the Contract; (c) update subsection 7.B. of the Contract; (d) update Section 21 [Funding Cancellation] of the Contract; (e) update language in subsection 28.A.(5) of the Insurance Section of the Contract; (f) update language in subsection 31.B. of the Merger & Modification Section of the Contract; (g) update language in subsection 46.E. (Termination for Additional Reasons Stated in this Contract) of the Termination for Default and Termination or Suspension for Additional Reasons Section of the Contract; and (h) update Section 54 [Survival] of the Contract.

2. **Term**. The Contract is hereby extended for an additional period of one (1) year and nine (9) months ("Extension Period"). It shall terminate on December 31, 2024.

3. **Consideration**. The consideration during the Extension Period will continue as set out in Section 2 [Consideration] of the Contract.

4. **Duties of the Contractor**. Section 1 [Duties of the Contractor] is hereby updated as follows:

a. The following language is hereby added after the last sentence of the second paragraph of subparagraph 1.D.(5)(b)(ix):

"When the Contractor finds it necessary to remove a child from regularly scheduled education services for clinical intervention treatment due to the Child's behavior or conduct, the Contractor shall document a description of the Child's behaviors that required treatment, the type of treatment that occurred, the time duration of the treatment, and the reason(s) such treatment was necessary to occur in place of the Child's educational services. Contractor shall ensure such documentation is included in a Child's written treatment plans and written monthly report."

b. The following language is hereby added to the Contract as subsection 1.D.(7):

(7) Reports and Records Concerning Services.

(a) In addition to any reports and case record documentation required by any other provisions of this Contract, the Contractor shall prepare, maintain, and timely provide to the State, upon request, any statistical reports, program reports, other reports, or other information requested by the State for the purposes of answering a request by entities such as a federal agency, the Indiana General Assembly, or unit of state government relating to the services provided by the Contractor pursuant to this Contract. Reports will be in the format designed by the Contractor and approved by

the State or in the format requested by the State, including, but not limited to, reports/information incident to monitoring or evaluating performance by the Contractor of the services specified in this Contract, and/or any statistical and program reports as are required by any laws, regulations, or polices of the United States or the state of Indiana that are applicable to the use of funds paid to the Contractor pursuant to this Contract.

- (b) In order to comply with this subsection 1.D.(7) of the Contract, the Contractor shall, if requested by DCS, be required to submit reports in accordance with whatever frequency as requested by DCS (monthly, quarterly, or more or less frequently), with respect to services provided to a child or family referred to the Contractor for provision or delivery of services pursuant to this Contract or with respect to any other services performed or any other issues pertinent to this Contract. These reports must contain all of the information requested by the State and must conform to the format and content of the reporting procedure specified by the State.
 - (c) This subsection 1.D.(7) of the Contract shall apply to any services that the Contractor provides pursuant to this Contract, including, but not limited to, all services to a particular child or family referred to the Contractor pursuant to this Contract, including (if applicable) any services related to probation.
 - (d) The Contractor shall cooperate with the State in any Utilization Review and shall, if requested, conduct or submit to any audit(s) requested by the State in addition to the audit following expiration or termination of this Contract required under Section 7 [Audits and Monitoring] of this Contract.
 - (e) Timely compliance by the Contractor in accordance with a request from the State to submit program or financial documentation during the term of this Contract is critical to this Contract. A failure of the Contractor to comply with any such request could result in immediate suspension of payments hereunder or termination of this Contract by the State.
 - (f) In the event the contents of any report submitted to the State is considered deficient by the State, the State will notify the Contractor of such deficiency. The notice will specify the nature of the deficiency and the corrective action or information needed. The Contractor shall submit to the State any revised or supplemental report within thirty (30) days after the date of the deficiency notice.”
- c. The last sentence of the first paragraph in subsection 1.E.(11) is hereby deleted in its entirety and replaced with the following:
- “Pursuant to 42 USC § 671(a)(35)(B) and IC § 31-36-1-3.5, in the case of a Child’s elopement, as defined in Attachment 3 to the Contract, the Contractor shall report immediately, and in no case later than 24 hours, a runaway child to local public law enforcement, obtain the law enforcement report number and provide that number to the Placing Agency when making their report of the elopement.”
- d. The following sentence is hereby added after the fourth full sentence of subsection 1.E.(13) of the Contract:
- “Contractor shall provide children in Contractor’s care with access to personal care items (e.g. hair and skin care products) that best meet the needs of each Child and their ethnicity.”
- e. The following subsection 1.E.(16) is hereby added to the Contract:

“(16) **Psychotropic Reviews and Reports.** The Contractor shall maintain compliance with IC § 25-23-1-19.4, IC § 25-23-1-19.5, 465 IAC 2-9-73, 465 IAC 2-10-73, 465 IAC 2-11-73, 465 IAC 2-12-71, 465 IAC 2-13-71, and other related Sections of the Contract, including, but not limited to fulfilling the following requirements.

- (a) The Contractor shall maintain records as necessary or appropriate to document services provided pursuant to this Contract. Those records shall include, but not be limited to, documentation relating to, including the time and place of meeting with, persons served by the Contractor and the persons who attended those meetings and copies of any reports or other materials representing the work product of any services provided by the Contractor pursuant to this Contract.
- (b) The Contractor shall upload the written report(s) that are described in the Indiana Administrative Code cited in the first sentence of this subsection into the current DCS child welfare case management system within two (2) days of receipt from the prescribing licensed physician or licensed psychiatrist.
- (c) The Contractor shall ensure advanced practice registered nurse collaboration agreement(s) are made available upon request for review by a DCS field auditor, DCS residential licensing, or an Indiana Department of Health medical surveyor performing a safety survey under an agreement with the DCS.”

f. Subsubsection 1.G.(2) is hereby deleted in its entirety and replaced with the following:

“(2) **Duties for Staff.**

- (a) In the event of DCS’ receipt of a report (verbal or written) of criminal or potentially criminal activity by a member of the Contractor’s staff (including any of the Contractor’s subcontractors and their staff and independent contractor(s) and their staff) (hereinafter “Staff”) that potentially threatens/endangers the life, health, or safety of any child, DCS may immediately require a temporary suspension of such member of the Staff.

However, if the activity allegedly engaged in by Staff is not: (i) a “non-waivable offense” pursuant to IC § 31-9-2-84.8, (ii) a violation of DCS Policy, or (iii) in conflict with Section 50 [Criminal and Background Checks] of the Contract, then Contractor may submit a written request to reconsider to DCS that details why a suspension of such Staff is unnecessary and what appropriate safety measures have been put in place pending an investigation into the report.

- (b) Upon DCS request and to the extent requested, the Contractor shall cooperate with DCS’ activities involved with assessing child abuse and/or neglect related to any Child or children in Contractor’s care. Such cooperation includes, but is not limited to, Contractor taking all reasonable measures to require its employees to report to the Contractor’s facility or, if the facility is not an appropriate venue, to a local DCS office outside such individual’s regular working hours for participation in DCS interviews.”
- (c) Such cooperation includes, but is not limited to, Contractor requesting that independent contractors, volunteers, and subcontractors report to the Contractor’s facility or, if the facility is not an appropriate venue, to a local DCS office outside such individual’s regular working hours for participation in DCS interviews.”

g. The second full sentence of subsubsection 1.G.(4) of the Contract is hereby deleted in its entirety and replaced with the following:

“The requirements set out in paragraph 1.G.(4)(i) below shall apply to any absence(s) from ESC.”

- h. The following paragraph 1.G.(4)(i) is hereby added to subsection 1.G.(4) of the Contract:

“(i) An absence from ESC shall not automatically require a new admission.

- (i) Contractor shall not require a new admission when a Child: 1) is away from Contractor’s facility with use of a pass; or 2) returns to Contractor’s facility following an evaluation conducted by another entity where the Child was not admitted.
- (ii) Within six (6) hours of a Placing Agency’s request for a Child to be returned to Contractor’s facility, Contractor’s designated representative(s) shall discuss with the Placing Agency the facts and circumstances associated with the Child’s return, including, but not limited to, the availability of another alternative placement, when the Child’s absence is due to the Child being: 1) taken into custody by law enforcement and released pursuant to IC § 31-37-5-3(a); or 2) taken out of the ESC for questioning or detained by law enforcement or probation. Contractor’s discussion with the Placing Agency may include exploring the option to reimburse the Contractor for the days of a held bed or the Contractor permitting the Child to return to Contractor’s facility for up to seven (7) days, which permits DCS time to locate another placement.”

- i. The following subsection (11) is hereby added to subsection 1.G. of the Contract:

“(11) **Access to Contractor’s Facilities, Video, and Copies.** To ensure Contractor’s compliance with Indiana statutes and regulations, DCS Policies (including, but not limited to DCS Policy 8:10) , Service Standards, and the Contract, including, but not limited to IC § 31-27-3-18, IC § 31-27-6-15, (c) IC § 31-27-2-5, Section 4 [Access to Records] of the Contract, Section 7 [Audits and Monitoring] of the Contract, Section 36 [Ownership of Documents and Materials] of the Contract, subsection 1.A.(1) of the Contract, and subsection 1.E.(6)(c) of the Contract, the Contractor shall at all times ensure that:

- (a) Representatives of the DCS, including, but not limited to DCS Licensing personnel, DCS Family Case Managers, or DCS Institutional staff, are permitted to make announced and unannounced inspections of Contractor’s facilities at any time during the term of the Contract, including, but not limited to the ability to observe a child’s room. The purpose of these inspections is to monitor compliance with applicable laws, DCS Policies, and Service Standards.
- (b) DCS staff, including, but not limited to DCS Licensing personnel, DCS Family Case Managers, or DCS Institutional staff shall have unfettered access to Contractor’s premises, personnel, volunteers, subcontractors, independent contractors, children in care, and records, including, but not limited to case records, foster care records, personnel files (excluding protected medical information protected by federal or other law), corporate and fiscal records, and board minutes of the licensee specifically related to DCS services including payments and finances associated with such services. Access shall also be provided to personnel from other State agencies or other persons who provide inspections at the request of the DCS.
- (c) Contractor possesses signed releases that are adequate to ensure Contractor’s unrestricted ability to allow the DCS to view and provide the DCS with unedited copies of any recordings pertaining to any Child or child(ren) in Contractor’s care. These

recordings, include but not limited to video, digital images, electronic records, recordings on cell phones, tablet (i.e., iPad) recordings, or surveillance recordings, concerning any Child or child(ren) placed in Contractor's care (hereinafter 'Recording(s)'). The releases involved with this paragraph shall include language that enables the Contractor to provide copies of any Recording(s) to DCS without requiring DCS to obtain a subpoena for Contractor's production of such Recording(s). Within seven (7) days of DCS' written request for Recording(s), Contractor shall provide copies of the Recording(s) at no cost to the DCS and without the need for a subpoena. Contractor may request DCS FCMs to provide a DCS Local Office Director's written approval for an FCM to view or listen to recordings on-site at Contractor's facility if the FCM's request to view such video is not related to assessment of a Child's safety.

(d) DCS FCMs will make reasonable efforts to provide the Contractor with twenty-four (24) hours' notice prior to visitations with a Child in Contractor's care."

j. The first full sentence of subsection 1.H.(6) of the Contract is deleted in its entirety and replaced with the following:

"The Contractor shall ensure the assigned DCS Family Case Manager or Probation Officer is permitted to personally meet with the Child at least once every thirty (30) days. Contractor shall permit such meetings, at the DCS Family Case Manager's or Probation Officer's sole discretion, to:

(a) Occur in private and without any additional individuals (e.g. Contractor's staff, interns, volunteers, other children, etc.) present;

(b) occur at a location of the DCS Family Case Manager's choosing (e.g. on the Child's unit or facility cafeteria); and

(c) include the DCS Family Case Manager's or Probation Officer's visit to Contractor's facility areas where the Child resides or participates in services under the Contract."

5. **Audits and Monitoring.** Subsection 7.B. of the Contract is hereby deleted in its entirety and replaced with the following:

"B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements)."

6. **Funding Cancellation.** Section 21 of the Contract is hereby deleted in its entirety and replaced with the following:

"21. Funding Cancellation.

As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive."

7. **Insurance.** Subsubsection 28.A.(5) of the Contract, as previously amended, is hereby deleted in its entirety and replaced with the following:

“(5) Cyber liability coverage addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of not less than \$1,000,000 in the aggregate.”

8. **Merger & Modification.** Subsection 31.B. of the Contract is hereby deleted in its entirety and replaced with the following:

“B. If the Contractor wants to request termination of any service payable or reimbursable pursuant to this Contract, the Contractor shall submit a written request to the State representative listed in Section 34(A)(1) [Notice to Parties] of the Contract at least thirty (30) days prior to the date that Contractor wishes to terminate the service(s). Contractor shall **NOT** be permitted to terminate or cancel the Contract under this Section or subsection of the Contract. A termination of a service(s) under this subsection shall not require the execution of a formal amendment to the Contract; this may be accomplished by written notice from the State to the Contractor approving the termination of service. If appropriate and determined necessary by DCS, an updated **Attachment 1** may accompany such notice.

Contractor’s written request, described in the paragraph above, must include:

- (1) details concerning which services or service program categories are involved;
- (2) the requested termination of service(s) effective date(s);
- (3) information and evidence demonstrating Contractor’s staff used all avenues to preserve the services or service program category;
- (4) A list of every Child impacted by Contractor’s termination of service request; and
- (5) a coordinated list that identifies each Child’s Family Case Manager, Probation Officer, and county office originating the placement.

The Contractor shall collaborate with DCS, DCS Family Case Manager(s), and Probation Officer(s) to ensure each Child impacted by a termination of services is transitioned to a DCS approved new placement that supports each Child’s continuity of care and occurs with the least disruption possible. In addition, before implementing a DCS approved transfer to a different program or facility, the Contractor shall consult with the receiving program staff or placing agent, as determined appropriate by the DCS, to promote a successful transition for each Child and to maintain continuity of the specialized services and care unique to each Child. The Contractor shall prepare and forward case file documentation and make appropriate recommendations to the gaining facility or placement agent to ensure each Child’s success.”

9. **Termination for Additional Reasons Stated in this Contract.** Subsection 46.E. is superseded and replaced in its entirety with the following updated language:

E. Termination for Additional Reasons Stated in the Contract.

This Contract is also subject to termination or suspension as stated in any other Section of this Contract, including, but not limited to: paragraph (7) of subsection 1.D.: Section 7 [Audits and Monitoring]; Section 10 [Compliance with Laws]; Section 15 [Default by State]; Section 17 [Drug-Free Workplace Certification]; Section 20 [Force Majeure]; Section 21 [Funding Cancellation]; Section 28 [Insurance]; Section 30 [Licensing Standards]; Section 33 [Nondiscrimination]; and Section 50 [Criminal and Background Checks].”

10. **Survival.** The following language is hereby added to the beginning of the list of Contract subsections and Sections that appears in the first sentence of Section 54 [Survival] of the Contract:

“Subsubsection 1.D.(7);”

All matters set forth in the original Contract, as previously amended, and not affected by this Amendment, shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Amendment by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Amendment to the State of Indiana. I understand that my signing and submitting this Amendment in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Amendment and this affirmation. I understand and agree that by electronically signing and submitting this Amendment in this fashion I am affirming to the truth of the information contained therein. I understand that this Amendment will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

[Contractor]

Indiana Department of Child Services

By: _____

By: _____

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____

Approved by:
Indiana Department of Administration

Approved by:
State Budget Agency

By: _____ (for)
Rebecca Holwerda, Commissioner

By: _____ (for)
Zachary Q. Jackson

Date: _____

Date: _____

APPROVED AS TO Form and Legality
Office of the Attorney General

**Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on February 23, 2023.
FA 23-11**

This form was prepared by agency legal counsel Jane M. Kennedy on February 3, 2023.